# IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et</u> <u>al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

#### **AFFIDAVIT OF SERVICE**

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On July 2, 2007, I caused to be served the document listed below upon the parties listed on Exhibit A hereto via overnight delivery:

1) Notice of Assumption And/Or Assignment Of Executory Contract Or Unexpired Lease to Purchasers In Connection With Sale Of Delphi Automotive Systems LLC's Mexico Brake Plant Assets, and customized exhibit (Docket No. 8485) [a copy of which is attached hereto as <a href="Exhibit B">Exhibit B</a>]

On July 2, 2007, I caused to be served the document listed below upon the parties listed on Exhibit C hereto via overnight delivery:

2) Notice Of Cure Amount With Respect To Executory Contract Or Unexpired Lease To Be Assumed And Assigned In Connection With Sale Of Mexico Brake Plant Assets, and customized exhibit (Docket No. 8486) [a copy of which is attached hereto as <a href="Exhibit D">Exhibit D</a>]

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Dated: July 9, 2007	
•	/s/ Evan Gershbein
	Evan Gershbein
State of California County of Los Angeles	
,	before me on this 9th day of July, 2007, by the or proved to me on the basis of satisfactory before me.
Signature: /s/ Shannon J. Spencer	
Commission Expires: 6/20/10	

# **EXHIBIT A**

# 05-44481-rdd Doc 8497 Filed 07/09/07 Entered 07/09/07 16:56:21 Main Document இருப் மூர் அற்று முற்றி Special Parties

Company	Contact	Address1	Address2	City	State	e Zip	Country	Contract to be Assumed and Assigned
ATF Inc		3550 W Pratt Blvd		Lincolnwood	IL	60712-3798		Purchase Order No. 550074000
Cifunsa Del Bajio Sa De Cv	Cifunsa	Carretera Libramiento Leon	Queretaro Km 46	Irapuato		36547	Mexico	Purchase Order No. 550132977
Exxon Mobil Corp		1400 S Harrison St		Olathe	KS	66061-7227		Purchase Order No. 550083353
Fortech Products Inc		10566 Plaza Dr		Whitmore Lake	MI	48189-9156		Purchase Order No. 550076650
Intermet Corporation		700 Tower Dr Fl 4		Troy	MI	48098		Purchase Order No. 550078567
Mac Arthur Corp		PO Box 10		Grand Blanc	MI	48439-0010		Purchase Order No. 550008788
Magni Industries Inc		2771 Hammond		Detroit	MI	48209		Purchase Order No. 550001548
								Purchase Order Nos. 550072468, and
Midwest Stamping & Manufacturing Co	Midwest Stamping Inc	2525 Corporate Way		Sumter	SC	29154		550134795
PBR Knoxville LLC		10215 Caneel Dr		Knoxville	TN	37931		Purchase Order No. 550053219
								Purchase Order Nos. 550072723,
								550073345, 5500026332, 5500026338,
								5500026333, 5500026339, 5500026344,
								5500026350, 5500026345, 5500026351,
								5500033443, 5500034788, 5500028684,
								5500027610, and 550129698
Robert Bosch Corp	Bosch Automotive Group	38000 Hills Tech Dr		Farmington Hills	МІ	48331-2417		
		R Dr Jose Fabiano De Christo			1			
Schaeffler Brasil Ltda		Gurjao		Mogi Mirim		13803070	Brazil	Purchase Order No. 550146254
								Purchase Order Nos. 550001271, and
The Cold Heading Co		21777 Hoover Rd		Warren	MI	48089		550085411
								Purchase Order No. 550070456 and
Thyssen Krupp Waupaca Inc		PO Box 249		Waupaca	WI	54981-0249		550078566
Tisamatic S De RI De Cv		Av Promocion No 145		San Luis Potosi		78395	Mexico	Purchase Order No. 550127688

## **EXHIBIT B**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP 333 West Wacker Drive, Suite 2100 Chicago, Illinois 60606 (312) 407-0700 John Wm. Butler, Jr. John K. Lyons Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 (212) 735-3000 Kayalyn A. Marafioti (KM 9632) Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, <u>et al.</u>, Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:

Toll Free: (800) 718-5305 International: (248) 813-2698

Delphi Legal Information Website: http://www.delphidocket.com

### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11

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DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)

:

Debtor. : (Jointly Administered)

NOTICE OF ASSUMPTION AND/OR ASSIGNMENT OF EXECUTORY CONTRACT OR UNEXPIRED LEASE TO PURCHASERS IN CONNECTION WITH SALE OF DELPHI AUTOMOTIVE SYSTEMS LLC'S MEXICO  $\underline{\mathsf{BRAKE}}\,\mathsf{PLANT}\,\mathsf{ASSETS}$ 

#### PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 363 And Fed. R. Bankr. P.

2002 And 9014 (i) Approving Bidding Procedures, (ii) Granting Certain Bid Protections, (iii)

Approving Form And Manner Of Sale Notices, And (iv) Setting A Sale Hearing (the "Bidding Procedures Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 29, 2007, Delphi Automotive Systems LLC ("DAS LLC") and Delphi Sistemas de Energia, S.A. de C.V. (collectively with DAS LLC, the "Sellers") have entered into an Asset Sale And Purchase Agreement ("Agreement") with Robert Bosch LLC ("Bosch") and Frenados Mexicanos S.A. de C.V. (together with Bosch, the "Purchasers") for the purchase of substantially all of the assets primarily used in the brake and chassis modules product lines in the manufacturing plant located in Saltillo, Mexico (the "Mexico Brake Plant Business"), including the machinery, equipment, inventories, medical and personnel records, water well rights, and all other assets of DAS LLC to be sold to the Purchasers pursuant to the Agreement (the "Acquired Assets"). DAS LLC hereby provides notice (the "Notice") of its intent to assume and assign the prepetition executory contracts or unexpired leases (the "Assumed Contracts") and the postpetition contracts (the "Postpetition Contracts") listed on Exhibit 1 hereto to the Purchasers or the successful bidder at the auction, as the case may be.

- 2. Pursuant to the terms of the Agreement and subject to completion of a competitive bidding process described in the Bidding Procedures Order and the attachments thereto, DAS LLC will seek to assume and assign the Assumed Contracts and assign the Postpetition Contracts listed on <a href="Exhibit 1">Exhibit 1</a> hereto at the hearing to be held at 10:00 a.m. (prevailing eastern time) on July 19, 2007 (the "Sale Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.
- 3. Objections, if any, to the assumption and assignment of an Assumed Contract must (a) be in writing, (b) state with specificity the reasons for such objection, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the

Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (Docket No. 5418), (d) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (e) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (f) be served in hard-copy form so it is actually received within ten days after the date of this Notice upon (i) Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Legal Staff), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Deputy General Counsel, Transactions & Restructuring), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John K. Lyons and Brian M. Fern), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (v) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vii) counsel for the official committee of equity security holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (viii) counsel for the Purchasers, Warner Norcross & Judd LLP, 900 Fifth Third Center, 111 Lyon Street NW, Grand Rapids, Michigan 49503-2487 (Att'n: Gordon Toering), and (viii) the Office of the

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United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

- 4. If an objection to the assumption and assignment of an Assumed Contract is timely filed and received, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at the Sale Hearing or such date and time as the Court may schedule. If no objection is timely received, the non-Debtor party to the Assumed Contract will be deemed to have consented to the assumption and assignment of the Assumed Contract and will be forever barred from asserting any other claims, including, but not limited to, the propriety or effectiveness of the assumption and assignment of the Assumed Contract, against DAS LLC or the Purchasers, or the property of either of them, as to such Assumed Contract.
- 5. Pursuant to 11 U.S.C. § 365, there is adequate assurance of future performance that the cure amount set forth in the separately filed and served cure notice will be paid in accordance with the terms of the order approving the sale under the terms of the Agreement. Further, there is adequate assurance of the Purchasers' future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Purchasers.

6. Prior to the closing date of the sale, DAS LLC may amend its decision with respect to the assumption and/or assignment of any Assumed Contract or Postpetition Contract and provide a new notice amending the information provided in this Notice.

Dated: New York, New York July 2, 2007

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, <u>et al.</u>, Debtors and Debtors-in-Possession

ATF Inc 3550 W Pratt Blvd Lincolnwood IL 60712-3798

Contract to be assumed and assigned:

Robert Bosch Corp Bosch Automotive Group 38000 Hills Tech Dr Farmington Hills MI 48331-2417

#### Contract to be assumed and assigned:

Purchase Order Nos. 550072723, 550073345, 5500026332, 5500026338, 5500026333, 5500026339, 5500026344, 5500026350, 5500026345, 5500026351, 5500033443, 5500034788, 5500028684, 5500027610 and 550129698

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#### **EXHIBIT 1**

The Cold Heading Co 21777 Hoover Rd Warren MI 48089

Contract to be assumed and assigned:

Purchase Order Nos. 550001271 and 550085411

Fortech Products Inc 10566 Plaza Dr Whitmore Lake MI 48189-9156

Contract to be assumed and assigned:

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### **EXHIBIT 1**

Intermet Corporation 700 Tower Dr Fl 4 Troy MI 48098

Contract to be assumed and assigned:

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### **EXHIBIT 1**

Mac Arthur Corp PO Box 10 Grand Blanc MI 48439-0010

Contract to be assumed and assigned:

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### **EXHIBIT 1**

Magni Industries Inc 2771 Hammond Detroit MI 48209

Contract to be assumed and assigned:

Midwest Stamping & Manufacturing Co Midwest Stamping Inc 2525 Corporate Way Sumter SC 29154

Contract to be assumed and assigned:

Purchase Order Nos. 550072468 and 550134795

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#### **EXHIBIT 1**

PBR Knoxville LLC 10215 Caneel Dr Knoxville TN 37931

Contract to be assumed and assigned:

Thyssen Krupp Waupaca Inc PO Box 249 Waupaca WI 54981-0249

Contract to be assumed and assigned:

Purchase Order No. 550070456 and 550078566

Schaeffler Brasil Ltda R Dr Jose Fabiano De Christo Gurjao Mogi Mirim 13803--070 Brazil

Contract to be assumed and assigned:

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#### **EXHIBIT 1**

Exxon Mobil Corp 1400 S Harrison St Olathe KS 66061-7227

Contract to be assumed and assigned:

Tisamatic S De Rl De Cv Av Promocion No 145 San Luis Potosi 78395 Mexico

Contract to be assumed and assigned:

Cifunsa Del Bajio Sa De Cv Cifunsa Carretera Libramiento Leon Queretaro Km 46 Irapuato 36547 Mexico

Contract to be assumed and assigned:

## **EXHIBIT C**

#### 05-44481-rdd Doc 8497 Filed 07/09/07 Entered 07/09/07 16:56:21 Main Document Pagn 26 r of අඩ

Company	Contact	Address1	Address2	City	State	Zip	Country	Contract to be Assumed	<b>Cure Amount</b>
ATF Inc		3550 W Pratt Blvd		Lincolnwood	IL	60712-3798		Purchase Order No. 550074000	\$0.00
Fortech Products Inc		10566 Plaza Dr		Whitmore Lake	MI	48189-9156		Purchase Order No. 550076650	\$26,628.00
Intermet Corporation		700 Tower Dr Fl 4		Troy	MI	48098		Purchase Order No. 550078567	\$166,191.92
Mac Arthur Corp		PO Box 10		Grand Blanc	MI	48439-0010		Purchase Order No. 550008788	\$102.33
Magni Industries Inc		2771 Hammond		Detroit	MI	48209		Purchase Order No. 550001548	\$12,852.00
Midwest Stamping & Manufacturing Co	Midwest Stamping Inc	2525 Corporate Way		Sumter	SC	29154		Purchase Order No. 550072468	\$7,603.20
PBR Knoxville LLC		10215 Caneel Dr		Knoxville	TN	37931		Purchase Order No. 550053219	\$0.00
Robert Bosch Corp	Bosch Automotive Group	38000 Hills Tech Dr		Farmington Hills	MI	48331-2417		Purchase Order Nos. 550072723, 550073345, 5500026332, 5500026338, 5500026333, 5500026339, 5500026344, 5500026350, 5500026345, 5500026351, 5500033443, 5500034788, 5500028684 and 5500027610	\$0.00
The Cold Heading Co		21777 Hoover Rd		Warren	MI	48089		Purchase Order No. 550001271	\$0.00
T. 16 N. 1		DO D 040			144	54004 0040		Purchase Order Nos. 550070456 and	\$0.00
Thyssen Krupp Waupaca Inc		PO Box 249		Waupaca	WI	54981-0249		550078566	

## **EXHIBIT D**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP 333 West Wacker Drive, Suite 2100 Chicago, Illinois 60606 (312) 407-0700 John Wm. Butler, Jr. John K. Lyons Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 (212) 735-3000 Kayalyn A. Marafioti (KM 9632) Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, <u>et al.</u>, Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:

Toll Free: (800) 718-5305 International: (248) 813-2698

Delphi Legal Information Website: http://www.delphidocket.com

### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11

.

DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)

:

Debtor. : (Jointly Administered)

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NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF MEXICO BRAKE PLANT ASSETS

#### PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order Under 11 U.S.C. § 363 And Fed. R. Bankr. P.

2002 And 9014 (i) Approving Bidding Procedures, (ii) Granting Certain Bid Protections, (iii)

Approving Form And Manner Of Sale Notices, And (iv) Setting A Sale Hearing (the

"Bidding Procedures Order") entered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on June 29, 2007, Delphi Automotive Systems LLC ("DAS LLC") and Delphi Sistemas de Energia, S.A. de C.V. (collectively with DAS LLC, the "Sellers") have entered into an Asset Sale And Purchase Agreement ("Agreement") with Robert Bosch LLC ("Bosch") and Frenados Mexicanos S.A. de C.V. (together with Bosch, the "Purchasers") for the purchase of substantially all of the assets primarily used in the brake and chassis modules product lines in the manufacturing plant located in Saltillo, Mexico (the "Mexico Brake Plant Business"), including the machinery, equipment, inventories, medical and personnel records, water well rights, and all other assets of DAS LLC to be sold to the Purchasers pursuant to the Agreement (the "Acquired Assets"). DAS LLC hereby provides notice (the "Notice") of its intent to assume and assign the prepetition executory contracts or unexpired leases (the "Assumed Contract") listed on Exhibit 1 hereto to the Purchasers or the successful bidder at the auction, as the case may be.

- 2. On the date of the closing of the transactions contemplated by the Agreement (the "Closing Date"), or as soon thereafter as is reasonably practicable, DAS LLC will pay the amount DAS LLC's records reflect is owing for prepetition arrearages, if any, as set forth on <a href="Exhibit 1">Exhibit 1</a> hereto (the "Cure Amount"). DAS LLC's records reflect that all postpetition amounts owing under the Assumed Contracts have been paid and will continue to be paid until the assumption and assignment of the Assumed Contracts and that, other than the Cure Amount, there are no other defaults under the Assumed Contracts.
- 3. Objections, if any, to the proposed Cure Amount must (a) be in writing, (b) state with specificity the cure asserted to be required, (c) include appropriate documentation thereof, (d) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m),

9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (Docket No. 5418), (e) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (f) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, and (g) be served in hard-copy form so that they are actually received within ten days of service of this Notice upon (i) Delphi Automotive Systems LLC, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Legal Staff), (ii) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: Deputy General Counsel, Transactions & Restructuring), (iii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John K. Lyons and Brian M. Fern), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (v) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vi) counsel for the official committee of equity security holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (vii) counsel for the Purchasers, Warner Norcross & Judd LLP, 900 Fifth Third Center, 111 Lyon Street NW, Grand Rapids, Michigan 49503-2487 (Att'n: Gordon Toering), and (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard).

- 4. If an objection to the Cure Amount is timely filed and received, a hearing with respect to the objection will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004, at such date and time as the Court may schedule. A hearing regarding the Cure Amount, if any, may be continued at the sole discretion of the Sellers until after the Closing Date.
- 5. If no objection is timely filed and received, the Cure Amount set forth in Exhibit 1 hereto will be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and the non-Debtor party to the Assumed Contract will be deemed to have consented to the Cure Amount and will be forever barred from asserting any other claims against DAS LLC, the Purchasers or the successful bidder at the auction, as appropriate, or the property of either of them, as to such Assumed Contract. The failure of any objecting person or entity to timely file an objection will be a bar to the assertion, at the sale hearing or thereafter, of any objection to the sale motion, the sale, or DAS LLC's consummation and performance of the Agreement (including the transfer of the assets and the Assumed Contracts free and clear of all claims or interests, as described in the Motion), if authorized by the Court.

6. Prior to the Closing Date, DAS LLC may amend its decision with respect to the assumption and assignment of the Assumed Contracts and provide a new notice amending the information provided in this Notice.

Dated: New York, New York July 2, 2007

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: \_/s/ John Wm. Butler, Jr. John Wm. Butler, Jr. (JB 4711) John K. Lyons (JL 4951) Ron E. Meisler (RM 3026) 333 West Wacker Drive, Suite 2100 Chicago, Illinois 60606 (312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, <u>et al.</u>, Debtors and Debtors-in-Possession

ATF Inc 3550 W Pratt Blvd Lincolnwood IL 60712-3798

Contract to be assumed:	Cure amount:
Purchase Order No. 550074000	\$0.00

Robert Bosch Corp Bosch Automotive Group 38000 Hills Tech Dr Farmington Hills MI 48331-2417

Contract to be assumed:	Cure amount:
Purchase Order Nos. 550072723, 550073345, 5500026332, 5500026338, 5500026333, 5500026339, 5500026344, 5500026350, 5500026345, 5500026351, 5500033443, 5500034788, 5500028684 and 5500027610	\$0.00

The Cold Heading Co 21777 Hoover Rd Warren MI 48089

Contract to be assumed:	Cure amount:
Purchase Order No. 550001271	\$0.00

Fortech Products Inc 10566 Plaza Dr Whitmore Lake MI 48189-9156

Contract to be assumed:	Cure amount:
Purchase Order No. 550076650	\$26,628.00

Intermet Corporation 700 Tower Dr Fl 4 Troy MI 48098

Contract to be assumed:	Cure amount:
Purchase Order No. 550078567	\$166,191.92

Mac Arthur Corp PO Box 10 Grand Blanc MI 48439-0010

Contract to be assumed:	Cure amount:
Purchase Order No. 550008788	\$102.33

Magni Industries Inc 2771 Hammond Detroit MI 48209

Contract to be assumed:	Cure amount:
Purchase Order No. 550001548	\$12,852.00

Midwest Stamping & Manufacturing Co Midwest Stamping Inc 2525 Corporate Way Sumter SC 29154

Contract to be assumed:	Cure amount:
Purchase Order No. 550072468	\$7,603.20

PBR Knoxville LLC 10215 Caneel Dr Knoxville TN 37931

Contract to be assumed:	Cure amount:
Purchase Order No. 550053219	\$0.00

Thyssen Krupp Waupaca Inc PO Box 249 Waupaca WI 54981-0249

Contract to be assumed:	Cure amount:
Purchase Order Nos. 550070456 and 550078566	\$0.00